

MUTUAL NON-DISCLOSURE/NON-COMPETE AGREEMENT

Effective Date: February 13, 2020
Participant: City of Muscatine - Water & Resource Recovery Facility
Participant Address: 1202 Musser Street
Muscatine, Iowa 52761

This Non-Disclosure/Non-Compete Agreement ("Agreement") is entered into by and between Chamness Technology, Inc., an Iowa corporation doing business as Green RU, LLC, an Iowa limited liability corporation ("Company") and "Participant" identified above (each, a "Party", and together, the "Parties").

In connection with a potential or existing business relationship between the Parties relating to the collection and processing of organic materials currently managed by the Company (the "Purpose"), each Party ("Disclosing Party") may be disclosing Confidential Information (as defined below) to the other Party ("Recipient").

In consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Definition of Confidential Information.** "Confidential Information" means any information, in whatever form or medium, of Disclosing Party or its affiliates furnished or otherwise made available to Recipient before or after the Effective Date in connection with the Purpose (including, without limitation, all trade secrets, know-how, intentions, processes, formulas, recipes, technical data or specifications, drawings, business or financial information, product or marketing plans, consumer data, or customer or supplier information), together with all analyses, compilations, reports, memoranda, notes and other written or electronic materials which contain, reflect or are based, in whole or in part, upon such information. For purposes of this Agreement, with respect to a Party, "affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with such Party.
2. **Exclusions.** Confidential Information does not include information that: (a) was in Recipient's possession prior to the time of disclosure by Disclosing Party as evidenced in writing, (b) is available or becomes generally available to the public other than through a breach of this Agreement by Recipient, (c) is acquired or received from a third party free to make such disclosure without breach of any legal or contractual obligation, or (d) is independently developed by Recipient without breach of this Agreement.
3. **Use and Disclosure.** During and after the term of this Agreement, Recipient agrees that it will: (a) hold in strict confidence and not disclose Confidential Information to any third party except as expressly authorized by Disclosing Party in

writing or pursuant to Open Records laws, (b) use Confidential Information only to the extent reasonably necessary in connection with the Purpose and not otherwise for its own gain or benefit, and (c) restrict access to Confidential Information to those employees of Recipient who (i) have a "need to know" in connection with the Purpose and (ii) have entered into confidentiality agreements with Recipient on terms that afford no less protection to the Confidential Information than those set forth herein. If Recipient is required to disclose Confidential Information pursuant to any applicable law, regulation, court order, or document discovery request, the Recipient must give Disclosing Party prompt written notice of such requirement. If Disclosing Party waives compliance with the terms of this Agreement with respect to such disclosure or is unable to obtain a protective order or other appropriate remedy with respect to such disclosure, the Recipient may disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement.

4. **Non-Compete.** The Participant agrees that it will not seek to provide delivery services of organic materials to the Participant's processing facility within 50 miles of the Participant's location where Chamness Technology or its affiliates have a currently established business relationship, or as of the date of this agreement is in the process of establishing an organics hauling business relationship, without prior written approval of the Company for a period of five (5) years. This includes the state of Iowa and the western portions of Illinois. This shall not restrict the Participant from receiving any material from any other organics delivery or hauling services business regardless of location of material generation or storage, or the Participants future establishment of and hauling from local free drop-off sites for organics collection.

5. **Term.** This Agreement will be effective as of the Effective Date and continue for a term of five (5) years, unless earlier terminated by mutual written consent of the Parties. Notwithstanding any expiration or termination of this Agreement, all use and nondisclosure obligations of Recipient under this Agreement shall survive the expiration or termination of this Agreement (a) indefinitely, in the case of Confidential Information consisting of trade secrets, and (b) for a period of fifteen (15) years from the date of disclosure, in the case of all other Confidential Information.

6. **Warranty.** Disclosing Party represents and warrants that it has the right to make the disclosures contemplated by this Agreement without violation any applicable law or regulation or any legally enforceable agreement to which it is a party. Neither Disclosing Party nor its affiliates makes any representation or warranty (express or implied) as to the accuracy or completeness of Confidential Information. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS".

7. **Rights.** Confidential Information is and will remain the sole and exclusive property of Disclosing Party. This Agreement does not grant any intellectual property rights, including, without limitation, rights to patents, trademarks, copyrights, or trade secrets or any implied license, to Recipient.

8. **Independent Development.** The terms of confidentiality under this Agreement shall not be construed to limit Recipient's right to independently develop or

acquire products, technology or other information (collectively, "Independent Development"), including, without limitation, any such Independent Development that is similar to or compete with products, technology or information contemplated by or embodied in the Confidential Information; provided, that, the Recipient does not violate any of its obligations under this Agreement in connection with such development.

9. **No Agency.** The Agreement does not create any agency or partnership relationship between the parties and shall not constitute or imply any promise to enter into any business arrangement by either Party or its respective affiliate. Each Party agrees that no contract or agreement providing for a transaction between the Parties exists until a definitive agreement has been executed by duly authorized representatives of each Party.

10. **Return of Information.** Upon request of Disclosing Party at any time during the term of this Agreement or the two-year period thereafter, all Confidential Information in any tangible form, and any copies thereof made by recipient, will be destroyed or, at Disclosing Party's written request, promptly returned to Disclosing Party.

11. **Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns; provided, however, that neither Party may assign its rights or obligations hereunder to any person or entity without the prior written consent of the other Party.

12. **Equitable Relief.** Recipient acknowledges and agrees that any unauthorized disclosure or other violation, or threatened violation of this Agreement, by Recipient may cause irreparable damage to Disclosing Party. Accordingly, Disclosing Party will be entitled to seek an injunction prohibiting Recipient from any such disclosure, attempted disclosure, violation or threatened violation without the necessity of proving damages or furnishing a bond or other security. This remedy is separate and apart from any other remedy Disclosing Party may have.

13. **Governing Law.** This Agreement is governed by the laws of the State of Iowa, without giving effect to conflict of law principles. Each Party consents exclusively to subject matter and in personam jurisdiction and venue in the United States District Court for the Southern District of Iowa. If such court lacks subject matter jurisdiction, then each party consents exclusively to in personam jurisdiction and venue in a court of competent jurisdiction in Polk County, Iowa.

14. **Miscellaneous.** If a court of competent jurisdiction declares any provision in this Agreement void or unenforceable, the remaining provisions of the Agreement all remain in full force and effect. This Agreement constitutes the entire agreement between the Parties regarding the disclosure of Confidential Information and replaces any prior oral or written communications between the Parties relating to the subject matter here. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a writing signed by the Party against whom

enforcement is sought. This Agreement may be signed in multiple copies, all of which together shall constitute one and the same instrument.

CHAMNESS TECHNOLOGY, INC.

PARTICIPANT

By: _____.

By: _____.

Printed Name: _____

Printed Name_____

Title: _____

Title: _____